

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

**SELF-ADMINISTERED SERVICES AGREEMENT- PDW  
Employer Agreement**

**PARTIES:** This Self-administered Services Agreement (referred to hereafter as "Agreement") is between the Utah Department of Human Services (referred to in this Agreement as "DHS"), Division of Services for People with Disabilities (referred to in this Agreement as "DIVISION"),

**AND**

Name of Person receiving services (PERSON)/  
Person's Representative: \_\_\_\_\_

Address (Circle: **Person/Person's Representative**): \_\_\_\_\_

**Representative(s):** On \_\_\_\_\_, 20\_\_ I was informed of my responsibilities in participating in this program and hereby authorize the individual named below to assist me in administering this Self-administered Services Agreement

(Signature of Person/Person's Representative) \_\_\_\_\_

Name of Administrator (If different than the Person's Representative)

\_\_\_\_\_  
Address:

\_\_\_\_\_  
(The Person, Representative, and Administrator are referred to in this Agreement as the "PERSON/PERSON'S REPRESENTATIVE." Oftentimes the Representative and Administrator will be the same individual.).

**PURPOSE:** To define responsibilities and allocate funds to the PERSON/PERSON'S REPRESENTATIVE for the purchase of specific services identified in this Agreement for or on behalf of \_\_\_\_\_ (*insert individual's name and USSDS #*) (referred to in this Agreement as the PERSON). The PERSON is eligible, and has been authorized by the DIVISION, to receive the specific services identified in this Agreement pursuant to his or her Action Plan, dated \_\_\_\_\_.

**SELF-ADMINISTERED SERVICES AMOUNT:** Pursuant to the terms and conditions of this Agreement and with the full participation of the PERSON/PERSON'S REPRESENTATIVE in the determination of assessed needs, the DIVISION approves the following amount, \$\_\_\_\_\_ (*insert amount in General Funds*), as an authorized spending limit for the purchase of Self-administered Services that may be matched with Federal Funds for a budget of \$\_\_\_\_\_ (*insert amount of total allocation for this program*), to be used toward the purchase of the specific services

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

**SELF-ADMINISTERED SERVICES AGREEMENT- PDW**  
**Employer Agreement**

identified below for the PERSON. (*Check all services that apply*). Subsequent years authorized service codes, budget amounts, units and rates will be provided on the individual budget worksheet. Please look at the current year budget worksheet instead of this section for funding details.

Personal Assistance (**PA1**)    Hourly \_\_\_\_\_ Daily \_\_\_\_\_

In addition, the following services are available to all persons enrolled in the Division's Medicaid PD HCBS waiver and may be made available to the PERSON if the PERSON is determined to be in need of the particular service. These additional services may be provided:

- ☐ Consumer Preparation Service (**PAP**),
- ☐ Financial Management Service (**FMS**)
- ☐ Personal Emergency Response System (**PEI, PEM, PEP, PER**),
- ☐ Support Coordinator Liaison (**SCL**),

**SPECIAL CONDITIONS:** The DIVISION may change the Self-administered Services amount covered by this Agreement at any time in order to reflect changes to the PERSON's Action Plan or changes in the PERSON's assessed needs after giving the PERSON/PERSON'S REPRESENTATIVE 30 days written notice.

**AGREEMENT PERIOD:** This Agreement is effective on \_\_\_\_\_ (*insert date*) and terminates at the end of the plan year, \_\_\_\_\_, 201\_ (*insert date*) unless terminated sooner in accordance with the terms and conditions of this Agreement.

**DISBURSEMENT OF FUNDS:** The funds disbursed under this Agreement will only be used to pay for actual services rendered. All payments will be made through a Fiscal Agent under contract with the DIVISION. The Fiscal Agent selected by the PERSON/PERSON'S REPRESENTATIVE is \_\_\_\_\_.

Payments will not be issued or mailed to the PERSON/PERSON'S REPRESENTATIVE, but will be issued in the name of, and mailed directly to, the actual employee hired by the PERSON/PERSON'S REPRESENTATIVE. Supporting documentation, as required by Administrative Rule R539-5 must accompany all requests for payment. The DIVISION will not pay for services incurred in excess of the Self-administered Services amount. Nor will the DIVISION pay for services not identified and approved in this Agreement. If

**DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES**

**SELF-ADMINISTERED SERVICES AGREEMENT- PDW  
Employer Agreement**

the PERSON/PERSON'S REPRESENTATIVE does not obtain services for the PERSON equal to the Self-administered Services amount during the period of this Agreement, neither the PERSON/PERSON'S REPRESENTATIVE nor the PERSON has any right to, or claim upon, the unused balance. If any Self-administered Services money is not used, the DIVISION has sole discretion and authority for utilization of funds.

**PERSON/PERSON'S REPRESENTATIVE RESPONSIBILITIES:** In addition to the requirements otherwise set forth in this Agreement, the PERSON/PERSON'S REPRESENTATIVE shall be responsible for the following:

1. Comply with the Department Code of Conduct (Policy 05-2) and applicable DIVISION Administrative Rules.
2. Supply all required information to the Support Coordinator and Fiscal Agent as outlined in Administrative Rule R539-5.
3. Hire, fire, direct, and train Employees to support the PERSON as outlined in the PERSON's Centered Support Plan, and applicable DIVISION Administrative Rule. Ensure that each employee is qualified to provide the services for which he/she is employed and that all billed services are actually provided. The PERSON/PERSON'S REPRESENTATIVE shall also assure that each Employee complies with all DIVISION Directives, Administrative Rule R539-5, Training Requirements, the DHS Code of Conduct, and is a certified Medicaid Provider.
4. When appropriate ensure specialized training needs, such as behavioral or other person specific (i.e...medical) training, are provided to employees prior to the provision of such services.
5. Verify that all Employees hired are sixteen (16) years of age or older. (Employee's Employment Agreement for individuals under eighteen (18) must be co-signed by their parent or guardian.) Parents, Guardians, and stepparents shall not be paid to provide support to their child, nor shall an individual be paid to provide support to his or her spouse
6. Ensure that all Employees hired by the PERSON/PERSON'S REPRESENTATIVE understand the approved and prohibited Behavior Supports as identified in Administrative Rule R539-3, the Support Book, and other best practice sources recommended by the DIVISION, if applicable (Behavior Supports shall not violate R495-876, R512-202, R510-302, UCA 62A-3-301 thru 62A-3-321, and 62A-4a-402 thru 62A-4-412 prohibiting abuse);
7. Participate in the Person Centered Support Planning process and in the development of Support Strategies. The PERSON/PERSON'S REPRESENTATIVE must complete

DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES

**SELF-ADMINISTERED SERVICES AGREEMENT- PDW  
Employer Agreement**

support strategies within 30 days after the completion of the Action Plan. The PERSON/PERSON'S REPRESENTATIVE shall also communicate with the DIVISION Support Coordinator on the effectiveness of the plan, identified strategies, and desired outcomes through Monthly Summaries submitted to the Support Coordinator by mail, fax, or email;

8. Immediately notify the DIVISION Support Coordinator of any changes in circumstances or emergencies, which may require modification of the type or amount of services provided for in the Person's Action Plan;

9. Incident Reports

a. The PERSON/PERSON'S REPRESENTATIVE shall notify the Support Coordinator by phone, email, or fax of any incident that occurs **while the PERSON is in the care of an Employee**, within 24 hours of the occurrence.

b. Within five business days of the occurrence of an incident, PERSON/PERSON'S REPRESENTATIVE shall complete a Form 1-8 Incident Report and file it with the Support Coordinator.

c. The following situations are incidents that require the filing of a report:

- 1) Actual and suspected incidents of abuse, neglect, exploitation, or maltreatment per the DHS/DSPD Code of Conduct and Utah Code Annotated §62-A-3-301 through 321 for adults and Utah Code Annotated §62-4a-401 through 412 for children;
- 2) Drug or alcohol abuse or medication overdoses or errors reasonably requiring medical intervention;
- 3) Missing PERSON;
- 4) Evidence of seizure in a PERSON with no seizure diagnosis;
- 5) Significant property destruction (Damage totaling \$500.00 or more is considered significant.);
- 6) Physical injury reasonably requiring a medical intervention;
- 7) Law enforcement involvement;
- 8) Use of mechanical restraints, time-out rooms, or highly noxious stimuli that are not outlined in the Behavior Support Plan, as defined in R539-4; or
- 9) Any other instances the PERSON/PERSON'S REPRESENTATIVE determines should be reported.

d. After receiving an incident report, the Support Coordinator shall review the report and decide if further review is warranted. In all cases, the documentation surrounding the

**DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES**

**SELF-ADMINISTERED SERVICES AGREEMENT- PDW  
Employer Agreement**

incident, and actions taken by the Support Coordinator in response to the incident (if any), will be submitted to Division supervision for the purposes of administrative oversight.

10. Comply with DIVISION staff requests for home visits to inspect program quality and conduct Agreement compliance reviews, and with the DIVISION requests to administer customer satisfaction surveys. (Note: PERSON/PERSON'S REPRESENTATIVE is also subject to review by the Department of Health, Division of Health Care Financing, pursuant to program participation requirements.); and

11. Comply with all requirements of the Fiscal Agent to ensure accurate records and prompt payroll, including: reviewing and signing employee time cards; verifying the accuracy of hours worked; ensuring the appropriate expenditure of funds; and completing, maintaining and filing all necessary tax information required by the Internal Revenue Service. (Note: Employees will not be paid prior to submission of required forms and verification.)

**REVIEW OF PERSON/PERSON'S REPRESENTATIVE'S BILLINGS:** The DIVISION as well as the State Medicaid Agency (SMA) may review all billings submitted by the PERSON/PERSON'S REPRESENTATIVE to the Fiscal Agent for payment at its sole discretion, and may deny payment if any charge is not properly supported. The Person/Person's representative is still responsible to pay their employee(s) for any services actually provided.

**PROVIDER AGENCY OPTION:** Person/Person's representative may use a portion of their allotted budget, based on assessed need, to obtain services through Provider Agencies in addition to continuing Self-administered Services.

**RECORD KEEPING RESPONSIBILITIES:** The PERSON/PERSON'S REPRESENTATIVE shall maintain copies of all required records for a minimum of six (6) years pursuant to §63-2-201, UCA and §63-2-604, UCA.

**USE OF PUBLIC FUNDS:** The funds covered by this Agreement are public funds appropriated to the DIVISION and approved by the DIVISION for the purchase of services for the PERSON/PERSON'S REPRESENTATIVE during the period and for the purposes stated in this Agreement. As public funds they are subject to all applicable federal, state, and local laws and regulations pertaining to the use of public funds.

**DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES**

**SELF-ADMINISTERED SERVICES AGREEMENT- PDW  
Employer Agreement**

**MISUSE OF FUNDS:** The use of any of the funds provided under this Agreement for a purpose other than those expressly stated herein may subject the PERSON/PERSON'S REPRESENTATIVE to criminal prosecution, administrative sanctions, and liability for repayment of the misused funds.

**PERSON/PERSON'S REPRESENTATIVE LIABILITY:** Pursuant to this Agreement and DIVISION Administrative Rule, the PERSON/PERSON'S REPRESENTATIVE has sole responsibility for hiring Employees to provide services for or on behalf of the PERSON.

In accordance with 62A-5-103.5, the DIVISION requires PERSON/PERSON'S REPRESENTATIVES to obtain a BCI screening on all employees providing direct service care. As a condition of the Employment Agreement, the Employee will fully disclose any convictions from a criminal offense other than a traffic violation and will promptly submit to a background criminal investigation.

In addition, the DIVISION recommends that the PERSON/PERSON'S REPRESENTATIVE obtain a TB test

within one year prior to employment and no later than two weeks after employment, through their local Public Safety and Health agency and to provide Employees with extensive training on health and safety issues.

It is the PERSON/PERSON'S REPRESENTATIVE'S full responsibility to select, screen, and train employees to protect the health and safety of the PERSON. By choosing to participate in the Self-administered Services program, the PERSON/PERSON'S REPRESENTATIVE accepts all liability for any harm to the PERSON, or others, resulting from any action or inaction of the PERSON/PERSON'S REPRESENTATIVE in conducting screenings or tests on any Employee, or in providing or not providing training in any specific area.

The PERSON/PERSON'S REPRESENTATIVE further agrees to indemnify the DIVISION, DHS, and the State of Utah for the full amount of any judgment rendered against any one or more of them as a result of any action or inaction of any Employee hired by PERSON/PERSON'S REPRESENTATIVE pursuant to this Agreement, or any other harm to the PERSON that arises out of any action or inaction taken pursuant to this Agreement.

**TERMINATION OF THIS AGREEMENT:** This Agreement may be terminated by the PERSON/PERSON'S REPRESENTATIVE at any time, or by the DIVISION with 30 days written notice to the other party of its intent to terminate the Agreement. In addition,

**DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES**

**SELF-ADMINISTERED SERVICES AGREEMENT- PDW  
Employer Agreement**

the DIVISION may immediately terminate this Agreement at any time upon discovery of misuse of Self-administered Services funds or any other action taken by the PERSON/PERSON'S REPRESENTATIVE pursuant to this Agreement that endangers the life or safety of the PERSON.

**JURISDICTION:** The provisions of this Agreement shall be governed by and interpreted according to the laws of the State of Utah. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising under this Agreement or relating to its breach.

**SEPARABILITY CLAUSE:** The declaration by any court or other binding adjudicative body that any provision of this Agreement is illegal or void shall not affect the legality or enforceability of any other provision of this Agreement unless such provisions are mutually dependent.

**QUESTIONS ABOUT THIS AGREEMENT:** The PERSON/PERSON'S REPRESENTATIVE may direct any inquiries about this Agreement to their DIVISION Support Coordinator.

**As PERSON/PERSON'S REPRESENTATIVE, my signature acknowledges that I have read, understand, and agree to the terms of this Agreement including all of the rights and responsibilities outlined in the Agreement. In addition, I have received a copy of, read, understand, and agree to abide by the DIVISION'S Administrative Rule pertaining to this Self-administered Services Agreement and use of a Fiscal Agent. I understand that the failure to abide by any of the terms of this Agreement may result in my loss of the privilege to receive additional Self-administered Services funds under this Agreement or future Agreements. As PERSON/PERSON'S REPRESENTATIVE, my signature also acknowledges that the DIVISION does not endorse or recommend any Employee to be hired or to provide services under this Agreement. In consideration of these promises and representations, and IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date set forth above.**

**DIVISION OF SERVICES FOR PEOPLE WITH DISABILITIES**

**SELF-ADMINISTERED SERVICES AGREEMENT- PDW  
Employer Agreement**

**PERSON/PERSON'S REPRESENTATIVE(S) (Person/Person's  
Representative)**

\_\_\_\_\_  
*Type or print name*

\_\_\_\_\_  
*Signature*  
Date: \_\_\_\_\_

*(if designated)*  
**AUTHORIZED ADMINISTRATOR**

\_\_\_\_\_  
*Type or print name*

\_\_\_\_\_  
*Signature*  
Date: \_\_\_\_\_

**DIVISION REPRESENTATIVE**

\_\_\_\_\_  
*Type or print name*

\_\_\_\_\_  
*Signature*  
Date: \_\_\_\_\_